

1 I have no recollect -- reason why they would do that
2 other than the fact that they might want to keep the
3 viable nine together for the sale.

4 Q Now, going back in time to the December 1998 time frame
5 and now January 11, 1999, do you recall there being any
6 discussion as to whether or not the translator sale
7 should go forward in a modified way as a result of the
8 Commission's decision?

9 A There was a -- yes, the question came up about the
10 Seward and Kodiak being in question.

11 Q Yes.

12 A Again, a new twist.

13 Q Right.

14 A Since -- since they won, I -- we also went over the
15 letter of my intent to withdraw the purchase.

16 Q Right.

17 A Okay. Now there was an attempt to, I guess, this is
18 what I would term the fire sale.

19 Q Okay, I think we're about a year off from that.

20 A Are we off from that? Okay.

21 Q I'll get to that.

22 A Okay, that would be my next link that I can think of.

23 Q Okay.

24 A At that point everything was still, as far as I
25 understood, still pending.

1 Q Even though in the December 1998 decision the
2 Commission is saying that it is granting the 1997
3 Peninsula applications for renewal and the only
4 condition there is that the sale that had been
5 previously authorized and affirmed here, is
6 consummated.

7 A But the point is I do not remember seeing that
8 particular document, I believe I stated.

9 Q The December 10, 1998 Commission Order.

10 A Right. And so for me it was still, everything was
11 still up in the air. And at that point then, shortly
12 came that letter, because of the time frame my
13 withdrawal of the offer.

14 Q Now the next letter I want to show you is one that is
15 addressed to you and my -- and appears to be signed by
16 David Becker. It bears the date of December 14, 1999
17 and my question to you is do you recall receiving this
18 letter?

19 A Yes I did receive that.

20 Q Did you have any conversation with Mr. Becker relative
21 to the subject matter of the letter?

22 A Other than the fact that I just acknowledged the letter
23 to him in a conversation and that it did free me at
24 that point. We're getting down the road quite a ways
25 now from 1995, 1996, you know, four or five years down

1 the road. And as I understood it there was still
2 nothing happening.

3 Q I see. Now when Mr. Becker -- when you received this
4 letter from Mr. Becker, did you have an understanding
5 as to whether or not the contract of sale, the Asset
6 Purchase Agreement that we talked about extensively,
7 was alive or dead?

8 A I assumed at that point that it was, oh, let's see,
9 I'll have to look at the date of the letter when I
10 withdrew the offer.

11 Q Well there was -- there's a reference to a fire sale
12 that comes after this.

13 A No that comes after that but there was one here before
14 here, I believe.....

15 Q I see.

16 Athere was a letter.

17 Q I know what you're talking about. You're referring
18 back to the November 8, 1998?

19 A Right, November of 1998. That's right. At this point
20 in time I consider the deal done and not workable.

21 Q Not workable. Okay.

22 A Because of Seward and Kodiak and that was my letter to
23 him to notify him.

24 Q And Mr. Becker's letter back to you which is dated
25 slightly more than a year later basically says that you

1 are free of the contract?

2 A That's correct.

3 Q And so as of December 14, 1999, would it be your
4 assessment that the contract, the Asset Purchase
5 Agreement, was dead?

6 A Yes.

7 Q Now the next document I want to show you is a
8 Memorandum Opinion and Order, FCC00-45, in re
9 applications of Peninsula Communications, Inc.,
10 released February 14, 2000 and we can go off the record
11 while you look at this.

12 THE REPORTER: (Off the record)

13 (Off record at 1:06 p.m.)

14 THE REPORTER: On the record.

15 (On record)

16 Q I know this is becoming a bit of a jumble. What I'd
17 like you to do before I ask you any questions about the
18 Commission's order is take a look at a letter that
19 bears a date of March 1, 2000 which would be about two
20 weeks after the February Commission decision. Just
21 read the first paragraph. Now with respect to FCC00-45
22 released February 14, 2000 I take it you saw and read
23 this document shortly after its release.

24 A Yes I believe so because I have a reference to that in
25 the letter.

1 Q And by reference to that in the letter you are
2 referring to the March 1, 2000 letter addressed to
3 David Becker and it appears to be David R. Buchanan,
4 Coastal Broadcast Communications, Inc.. If you look at
5 Page 2 there is a signature there.

6 A That is my signature and I remember this letter.

7 Q You drafted this letter?

8 A Yes I did.

9 Q No one else was involved in it?

10 A No one else was involved.

11 Q Now I want to step back in time a second. With respect
12 to the December 14, 1999 letter that was sent by Mr.
13 Becker to yourself and the last sentence indicates that
14 Mr. Becker's desire that you be freed of the Asset
15 Purchase Agreement. Do you know whether or not anybody
16 informed the Commission that the deal was not going to
17 go forward?

18 A I do not. I did not send the Commission any notice on
19 that. This was a letter I forwarded to Mr. Becker to
20 go through counsel so if that were to go to the
21 Commission it would have gone through.....

22 Q Okay. I think we may have something backwards here.
23 This is a letter that Mr. Becker sent to you.

24 A Correct. Okay.

25 Q And upon receipt of this letter I asked you a question

1 whether or not you believed the deal to be dead as of
2 this point in time and your answer was that it was
3 dead.

4 A Pretty much dead, yes, at that time.

5 Q And my question now is whether, to your knowledge,
6 anyone informed the Commission that the deal was dead?

7 A I did not notify the Commission. This was just part of
8 the ongoing delay and that letter was intended to go to
9 Mr. Becker. Since that was the intent of his selling
10 it saying that because of these new stipulations in the
11 next letter, I guess, it will say that that it's off.

12 Q All right. So as of.....

13 A And he's maybe saying at this point that he's relieving
14 me of those.

15 Q He's releasing you.

16 A Yes.

17 Q In December of 1999 he's releasing you from your
18 obligation to perform on the Asset Purchase Agreement,
19 right?

20 A I understand, yes.

21 Q And so far as you know, well first of all let's go to
22 the next step. The next step was that, as far as you
23 were concerned, as of December 1999 the deal was dead.

24 A Yes, at that time for me since there was nothing
25 happening with the Commission.

1 Q And so far as you know you personally did not inform
2 the Commission that the deal was dead, correct?

3 A No, I did not, I guess, no.

4 Q And so far as you know no one else did either?

5 A Apparently.

6 Q I'm just asking you as far as you know.

7 A As far as I know. I thought Mr. Becker probably would
8 since that was the letter addressed to him. And there
9 were things still up in the air and questions as far as
10 I was concerned. Again, I did not receive the prior
11 letter or I don't recall that one. But this was.....

12 Q Okay. We're getting -- we're getting a little confused
13 here.

14 A Yeah.

15 Q Again, to clarify, the December 1999 letter is from Mr.
16 Becker to you, right?

17 A Correct.

18 Q And it references a November 1998 letter which you sent
19 to him.

20 A Right.

21 Q Right?

22 A Correct.

23 Q And we've looked at that November.....

24 A That's correct. Stating that it was my intention not
25 to continue and this was his letter acknowledging that

1 I was free.

2 Q A year and a month later.

3 A Right.

4 Q Nevertheless, we are now into March of 2000 and here is
5 a letter that you sent to Mr. Becker and as I
6 understand the import of that letter, the deal may be
7 alive but it's on life support and it needs to be
8 seriously redone in order for it to go forward.

9 A That's right because here was an answer from the
10 Commission but now with another goal post moved, now
11 stating that Seward and Kodiak were totally out of the
12 question now from the original arrangement on the Asset
13 Agreement.

14 Q Did you and Mr. Becker ever discuss the -- the sale of
15 the five translators that were unaffected?

16 A We may have but my intent all along was to -- to comply
17 with the original mandate of all nine since that's what
18 the Commission wanted and I still go back to that in my
19 mind. That's what we were attempting to do, to make
20 those nine a workable situation to comply with that
21 initial request. And then we have these other
22 stipulations that come along in time, and time, and
23 time, plus delay, after delay, after delay. So my
24 intent was still to keep those on as my primary goal.

25 Q Did you discuss with Mr. Becker, or anyone else for

1 that matter, what distinction there was, if any,
2 between a Commission staff pronouncement and the
3 Commission itself issuing a ruling?

4 A No I was not aware of all the legal ramifications of
5 those two distinctions.

6 Q So you had no understanding that the full Commission
7 which issued the decisions that we have looked at, the
8 FCC98-314 and the FCC00-45 had in fact a greater or
9 higher authority than the staff did.

10 A I do not know of any of the authorities in there on
11 that. I didn't understand the bureaucracy of the FCC
12 and that's why things went through counsel, through Mr.
13 Southmayd, basically through Peninsula. That was where
14 my checks and balances were and trust was at. It's now
15 this was in the internal workings and the legal
16 ramifications. I was just trying to meet the mandate
17 and we were -- it was getting more unworkable in terms
18 of time, money that was being spent. Again, I was
19 still unemployed during this period of time and
20 resources were dwindling just because I had to dip in
21 my savings for living expenses. And so with this long
22 delay I longed to have this operational four years
23 prior to that. I sensed the urgency with the initial
24 mandate given to divest and that's what we attempted to
25 do but here's drug way out and every time there was

1 another setback or goal post moved, another condition
2 being put upon and my view was still keeping in mind
3 that original intent and trying to comply.

4 Q Did you discuss with Mr. Southmayd what was going on
5 here?

6 A No I did not. As far as I was concerned I was still
7 waiting. I couldn't figure out what was going on, what
8 is the Commission doing here. I didn't know if the
9 Commission had a hidden agenda, why this was taking so
10 long and I realized the competition at every turn was
11 going to -- every opportunity they could something to
12 make the deal be either delayed or non-workable. And
13 at every turn this seems to be the pattern and I just
14 didn't understand, especially through all of this not
15 one word of any hearings for any of these complaints
16 and these adjustments of licenses and so forth. There
17 was nothing in terms of -- I almost felt -- I felt that
18 for a while that Mr. Becker was even accorded due
19 process. There was no hearings, no anything on all of
20 this. And after four years, what was going on. I
21 couldn't second guess what the Commission was doing.
22 And I sensed, if there was any discussion, what's going
23 on, you know. The only basic answer I would get
24 through Peninsula as well as maybe one occasional
25 contact with Mr. -- good thing towards this closing

1 time here is to -- that Mr. Southmayd, what's going on
2 with the Commission. What is this all about? Why
3 these inordinate delays? And the answer came back I
4 don't know either. And so we just take it step by step
5 and by now it's getting -- my -- is growing and growing
6 and getting more complex and so consequently my letter,
7 since things had changed so much, the deal was hanging
8 on by a thread if anything but my intent was to close
9 it because I was -- it was getting too long.

10 Q Now along those lines, I have a series of documents
11 that are stapled together and you're going to have to
12 help me in terms of what connection there is from one
13 to another. And why don't you take a look at the first
14 page and tell me what it is that we're looking at.

15 A It's a fax transmission to Mr. Southmayd from me
16 concerning the sale conservation with Peninsula and
17 there's seven pages and some verification documents
18 that were attached.

19 Q Okay, now, to the best of your knowledge, was that fax
20 sent?

21 A I believe it was, yes.

22 Q And you sent it?

23 A Uh-huh - Affirmative

24 Q That's a yes.

25 A Yes, yes.

1 Q You've done very well. That's the first time you've
2 done that. All right. Why don't you take a look at
3 the second page and tell me what it is. Now the second
4 page would be the, I guess the first page, other than
5 the fax cover.

6 A Of the fax cover letter.

7 THE REPORTER: Do you want to go off record?

8 Q No, we're going to jump right back in. Mr. Buchanan,
9 with respect to the page that you just looked at, we'll
10 get to the others as well.....

11 A Okay.

12 Qbut the page that you just looked at, not the
13 transmission page.

14 A Okay. Right, just this letter.

15 Q Could you tell me what that letter is that you're
16 looking at?

17 A It's a letter under my letterhead and my signature to
18 the FCC secretary concerning the assignments of
19 licenses and FM -- Alaska FM translators.

20 Q Did you send that letter to the FCC secretary?

21 A Well it's on my letterhead and my signature's on it so
22 I apparently did.

23 Q My question is do you remember doing that or did you
24 transmit it to Mr. Southmayd for the purpose of filing
25 it with the Secretary?

- 1 A I -- boy.
- 2 Q If you don't remember you can so state.
- 3 A I can say I don't remember. And to say they were
4 consummated. I -- I don't remember.
- 5 Q All right. Now if you could look at the following, I
6 believe it's two or three pages. First of all what is
7 the title of the document?
- 8 A Assignment and Bill of Sale. I want to say the date on
9 this was March 14, 2000.
- 10 Q All right. So the fax transmission bears a date of
11 March 14, 2000.
- 12 A Right.
- 13 Q That's the document in sequence bears the date of what?
- 14 A March 15, 2000, the very next day. Stating the
15 consummation.
- 16 Q Now was this March 15, the letter that bears the date
17 of March 15, was that a letter that you prepared?
- 18 A My signature is on it.
- 19 Q And it is on the Coastal Broadcast letterhead, correct?
- 20 A Yes.
- 21 Q Do you recall typing this letter?
- 22 A No I don't.
- 23 Q Do you recall receiving this letter in the mail or by
24 fax from someone?
- 25 A Well, the -- I do not recall.

1 Q I tell you what.....

2 A It's not signed where I normally would sign it,
3 that's.....

4 Q But that is your signature?

5 A It is my signature though.

6 Q I tell you what, why don't we go off the record for a
7 minute while you look through the entire sequence of
8 documents and perhaps after doing that it will help you
9 remember what happened here. So we'll go off the
10 record.

11 THE REPORTER: Off the record.

12 (Off record at 1:28 p.m.)

13 THE REPORTER: On the record.

14 (On record at 1:32 p.m.)

15 Q Now, first of all, as reflected on the first page, the
16 fax transmission page, the total number of pages sent
17 to Southmayd and Miller from Dave Buchanan was seven
18 pages and looking at this fax transmission, do you
19 recall sending these materials to Southmayd and Miller?

20 A There was an intent, I believe, at this point. I did
21 make it -- I guess I don't remember this letter, to be
22 honest with you. The one being signed.

23 Q Okay. Now which -- the letter you're referring to is
24 which?

25 A This is the -- advising the assignments and the

1 consummation.

2 Q I see.

3 A And the bill of sale. I do remember meaning to get a
4 check from the National Bank of Alaska for \$10,000 and
5 I have a.....

6 Q Someone asked you to get such a check?

7 A Just a minute, let me check something here.

8 Q Why don't we go off record.

9 THE REPORTER: Off the record.

10 (Off record at 1:34 p.m.)

11 THE REPORTER: On the record.

12 (On record)

13 Q Now the outstanding question at this point was who was
14 it that asked you to get this check from the National
15 Bank of Alaska?

16 A Well apparently I got it -- I remembered I have an
17 entry in here.....

18 Q And here meaning what?

19 Amy checkbook on 3/14 of 2000. A check written to
20 National Bank of Alaska for \$10,000 to get a cashier's
21 check for Peninsula Communications. And I remember
22 there was a discussion that we might try to buy what
23 was left of the translators that were still valid. We
24 were going to attempt to do that.

25 Q And who was involved in this?

1 A Mr. Becker and myself as I only remember on the phone.
2 And I believe there was some pressure somewhere along
3 the line on time delays on this, it was, you know, the
4 last ditch effort and so I sent the \$10,000 but it was
5 returned to me.

6 Q In other words, the original of the check that's
7 reflected on the fax you sent?

8 A I sent to Mr. Becker.

9 Q And he returned it to you?

10 A He returned it to me and I have on 3/24 a cashier's
11 check returned from Peninsula and I redeposited that
12 through the bank and \$10,000 back into the account.

13 Q I see. Now going back to the first page again, after
14 having looked at your check register. Does that help
15 you recall whether or not the seven pages, including
16 the fax cover page, were actually sent to Southmayd and
17 Miller?

18 A No I believe -- I don't believe it was sent to
19 Southmayd and Miller. It may have all been sent in a
20 package to Mr. Becker stating this with the check. But
21 I was up for an option of, at that point and Mr. Becker
22 decided not to. So apparently it was never
23 forwarded.....

24 Q I see.

25 Aand the check was returned to me.

1 Q All right. Now in terms of the handwriting that
2 appears at the top of the fax transmission cover page,
3 do you recognize that handwriting?

4 A That is Mr. -- Mr. Becker's signature -- writing. And
5 his initials appears. With his initial DB on the
6 bottom, Dave Becker.

7 Q All right. And so the letter dated March 15 addressed
8 to Mugaley (ph) Solas(ph), so far as you know, was
9 never sent to her?

10 A As far as I know, it was never sent. This was a
11 package to get down there. It was a last ditch effort
12 to purchase and the money was included there and
13 there's the letter. I believe all this went back to
14 Mr. Becker, I believe, although the fax
15 transmission.....

16 Q Now the handwriting on the fax transmission page is
17 whose?

18 A That is my handwriting.

19 Q But it's your recollection right now that what you did
20 was you sent this package of seven pages to Mr. Becker?

21 A Or at least, the cover letter and the Assignment of
22 Bill of Sale, I don't remember seeing, I may have.

23 Q Now as far as the Assignment and Bill of Sale is
24 concerned, do you know who drafted that document?

25 A No I do not.

1 Q Does that document bear signatures?

2 A It has my signature on it and a notarization stamp on
3 it and a notary seal of Mr. O'Neal (ph).

4 Q And that's.....

5 A Andrew O'Neal (ph).

6 Q Is that somebody you know?

7 A I can only think it was probably at the bank when I got
8 the check notarized.

9 Q I see. Now the document appearing as Assignment and
10 Bill of Sale appears to be two pages and it has a date
11 of March 14, 2000 although there's apparently a fax
12 transmission date on the top of it which shows a date
13 of March 13, 2000 and the second page of that document
14 bears signature. Do you recognize that signature?

15 A That is Mr. Becker's signature, yes, I recognize that.

16 Q Now the next two pages after that are under the title
17 of the document Purchase Option Agreement and that also
18 reflects a date of March 14, 2000 but yet again a fax
19 transmission date. Somebody faxed it to somebody else
20 on March 13, 2000 and the document Purchase Option
21 Agreement appears to bear a signature and that of a
22 witness and the signature.....

23 A Is my signature and a witness signature.

24 Q All right. And so that we understand this as far as
25 you can recall what we're looking at are some last

1 second.....

2 A Last ditch effort, you know.....

3 Q Maneuverings that never came to fruition.

4 A No, because I received the check shortly and I, you
5 know, and this filing, you know, put the clenches on
6 the deal as far as I was concerned since the check was
7 returned. One last ditch effort to salvage something
8 that was left.

9 Q So once the check was returned to you, the \$10,000
10 check that you had sent to Mr. Becker, as far as you
11 were concerned the deal was absolutely, positively
12 dead.

13 A Yes. Because I took the check back to the bank and
14 redeposited it into the account and that's one of the
15 very last transactions in the last of record I believe.

16 Q So far as you can remember, once you deposited the
17 \$10,000 check that you received back from Mr. Becker,
18 did anything else of any kind whatsoever occur with
19 respect to the proposed transaction for the nine
20 translators?

21 A No I had just, again, the re-injection back into the
22 checking account from my ledger here and that was it.
23 The rest are just service fees and service fees up
24 until 2001 when the account was closed.

25 Q Do you know whether or not the Commission was informed

1 that the deal was dead?

2 A I do not know. I assumed that Mr. Becker and legal
3 counsel, having gotten a letter from me stating that it
4 was dead, that they would have pursued.

5 Q Well, let's -- let's stop here a second because that
6 letter was dated in November of 1998 and here we are in
7 March of 2000 still with the possibility of something
8 happening.

9 A Yeah, just -- it was a last ditch effort to help see if
10 there was any -- any possibility of something working
11 out to keep the translators there that were working, to
12 try and keep those salvaged -- something. It was a,
13 you know, it's a ten cents on the dollar kind of a
14 deal. Just, it was almost an absurdity.

15 Q Were you aware that by March of 2000, the Kodiak
16 translators were back on line?

17 A By then I guess I was so disillusioned by the length of
18 time of everything I didn't care. I don't recall that
19 I understood they were, you know, they were still --
20 they were not a part of the picture now.

21 Q If I were to represent to you that by March of 2000
22 that the, I take that back, I'm off by a year.

23 A Okay.

24 Q I apologize. It was 2001 when they came back on line.
25 In any event, I think we're getting close to the end so

1 let me consult with my co-counsel here and if you wish
2 please take a little break.

3 A Okay. I'll stretch a little bit.

4 Q We'll try to wrap this up.

5 THE REPORTER: Off the record.

6 (Off record at 1:43 p.m.)

7 THE REPORTER: On the record.

8 (On record at 1:58 p.m.)

9 Q I want to go back to the time around the Asset Purchase
10 Agreement and what was going through your mind in terms
11 of how this business was going to work. First of all,
12 was it your understanding that in order to generate
13 money that you were going to have to sell commercials?

14 A That is the mandate, yes.

15 Q And the list of accounts that Peninsula gave to you and
16 were reflected in the loan application that you have
17 graciously made available to us, was it your
18 understanding that you were going to call on those
19 accounts in order to sell commercials?

20 A I was free to use those and to work those. Some of
21 those were old accounts and it was just a potential
22 list but also the primary responsibility was for me to
23 generate new clients. But still that was a resource
24 showing that it was viable.

25 Q Now had you ever sold commercial time before?

1 A Not officially, no, but every place I've been I've been
2 at small stations where you do a little bit of
3 everything. So I'm familiar with what it took to do
4 that from day-to-day operations, what it took to do
5 sales and so forth. So to me it wasn't a strange thing
6 to anticipate doing.

7 Q Well for those of us who are in the great unwashed,
8 what does it take to, you know, sell commercial time?

9 A Well you have to have, you know, the stations
10 themselves a lot of times are the key factor. Because
11 people who want to advertise, they're going to look at
12 what can I get here in terms of coverage. And so that
13 is a key asset and that's why we wanted to keep -- I
14 felt I wanted to keep all nine together. It was part
15 of a working package but with the divestiture order I
16 wanted to continue that under the new rules and the
17 assignment with me and it did present an opportunity to
18 possibly generate some income. So it meant that I
19 would be out bidding the streets to do that.

20 Q And did you have any notion as to how much time on a
21 daily basis that was going to take in order for you to
22 generate enough commercial matter?

23 A At first I was going to consider it, you know, a full
24 time job, eight hours a day, five days a week, six days
25 a week, to get that up and running and going.

1 Q Now that's one aspect of it is actually selling
2 commercial time. The second aspect of it as I
3 understand the process is preparing the commercials
4 themselves. Was that something that you were going to
5 do?

6 A I was going to be in the aspect of writing them,
7 getting them scripted and so forth. A lot of the times
8 some of the bigger commercial accounts already have
9 them scripted and already done for their agencies. I
10 was going to contact the agencies too to pick up some
11 of those accounts where they're all pre-done. That was
12 one of the main hopeful things to generate here. It
13 seemed like it would be workable.

14 Q All right. So, first off you're going to have to sell
15 commercial time yourself and then secondly, with
16 respect to entities that have not already prepared
17 their own commercials you were going to have to prepare
18 those commercials?

19 A Or see that they were done. There are agencies that do
20 those. If it were to be done I'd just have to pay the
21 going rate for what those would be done for.

22 Q In other words, the production costs?

23 A Yeah, production costs and at most places are fairly
24 minimal.

25 Q Were you going to produce any commercials yourself or

1 were you going to have outside entities produce any
2 commercial that wasn't already prepared?

3 A For initial startup I was going to try to get those
4 that were already prepared but at the same time I would
5 probably have to, until things worked out, I would
6 probably have to have some done. Also, either that or
7 recording it myself. The goal was eventually to be
8 equipped to do that but that was not the, you know, the
9 original part of the sales agreement to purchase
10 equipment to do that.

11 Q Right. As a matter of fact, if you were going to do
12 that, wasn't that equipment that you were going to have
13 to purchase on your own?

14 A Yes that would be part of the responsibility of that if
15 I were to buy my own.

16 Q Now not only selling the commercial time, perhaps
17 producing the commercial, or at least contracting out
18 to have it done, but then we get to the next aspect of
19 it which is actually making sure that the commercial is
20 inserted. Did you have any notion as to how you were
21 going to do that?

22 A Well I had log time that would be required by me in the
23 primary stations' schedule. They would have to make --
24 the initial was for them to insert it in there. I was
25 going to have them insert it in there, in their

1 program, every, you know, for 30 seconds as part of
2 that broadcast. But there's other ways it could be
3 done. Just initially that was to get it going.

4 Q Okay. You're going to have to stop a second to make
5 sure I understand.

6 A I hand deliver package tapes to the primary station to
7 plug them in for mine to be aired. And, or another
8 possibility was with some of the newer technology it
9 could be inserted at the site on location for each one
10 through, you know, now with the Internet and all the -
11 - and the possibilities that way and computers, that
12 could be inserted directly within Coastal's parameters
13 to do that.

14 Q Okay. Why don't you, if you can, run through the two
15 scenarios that you just mentioned. The first scenario
16 sounded as if what you were saying was that you would
17 give material to Peninsula and then Peninsula would
18 make sure that your material aired.

19 A That's correct.

20 Q That's what you're saying?

21 A That's correct. For the initial startup at least.

22 Q Right. And had you talked with anyone at Peninsula as
23 to whether this could be done within the parameters of
24 the rules?

25 A Yes, because it was not that they were -- they were